

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

In Re:

Ricky Monroe Johnson,
PDBA QUALITY CONSTRUCTION,
PDBA POOR BOY CONSTRUCTION,
SS# 448-64-7208,
Erma Lavern Johnson,
AKA Lavern Johnson,
SS# 444-68-1739,

Debtors.

Case No. 97-03734-M

Chapter 7

FILED

MAY 28 1998

DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

Virgil S. Boswell and
Sandra L. Boswell,

Plaintiffs,

v.

Adversary No. 97-0369-M

Ricky Monroe Johnson,
PDBA QUALITY CONSTRUCTION,
PDBA POOR BOY CONSTRUCTION,
SS# 448-64-7208,
Erma Lavern Johnson,
AKA Lavern Johnson,

Defendants.

JOURNAL ENTRY OF JUDGMENT
AS TO RICKY MONROE JOHNSON

NOW on the date last reflected below, the above styled Adversary Case came on for consideration on stipulation of the parties. Plaintiffs appear by their attorney, Chris M. Hunt, and Defendants appear by their attorney, Robert A. Todd. Both parties announce that a settlement has been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this adversary proceeding and the parties.
2. This is a core proceeding.

DOCKETED 5:29, 1998.
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

3. It is agreed Plaintiffs will file a dismissal with prejudice of this Adversary Complaint as it pertains to Defendant Erma Lavern Johnson only.

4. It is further agreed that Plaintiffs have a \$17,000.00 non-dischargeable general unsecured claim against Defendant Ricky Monroe Johnson only. Said amount is to accrue interest pursuant to 28 U.S.C. §1961.

5. It is further agreed that Defendant Ricky Monroe Johnson is to pay Plaintiffs the sum of \$300.00 on the first of each month beginning June 1, 1998, and continuing each month thereafter until the Judgment is paid in full. It is further agreed that the Judgment will be satisfied in full if Plaintiffs are paid \$15,000.00 on or before August 1, 1998.

6. It is further agreed that each party is to pay their own attorney fees and costs.

THE Court having reviewed and approved the stipulations of the parties, finds and, it is:

THEREFORE ADJUDGED AND DECREED that the indebtedness owed Plaintiffs by Defendant Ricky Monroe Johnson in the amount of \$17,000.00, be and is determined to be nondischargeable.

IT IS FURTHER ORDERED that Plaintiffs are file a Dismissal with Prejudice of this Adversary Proceeding as to Defendant Erma Lavern Johnson within ten (10) days of the entry of this Journal Entry of Judgment.

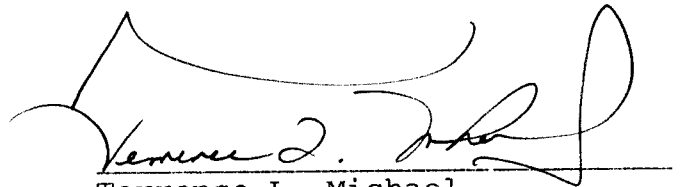
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs are awarded judgment against Ricky Monroe Johnson in the amount of \$17,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Ricky Monroe Johnson is hereby granted a stay of execution of said Judgment conditioned upon his payment to the Plaintiffs of the sum of \$17,000.00 at the rate of \$300.00 per month on the first of each month beginning June 1, 1998, and continuing thereafter until the Judgment is paid in full.

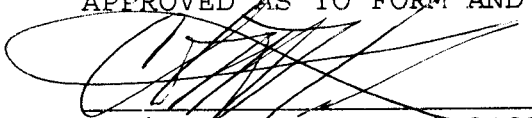
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Judgment may also be satisfied in full if Plaintiffs are paid \$15,000.00 on or before August 1, 1998.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party is responsible for his or her own attorney fees and costs.


Dated: May 28, 1998


Terrence L. Michael
United States Bankruptcy Judge

APPROVED AS TO FORM AND CONTENT:


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